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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/802,701
Filing Date: March 09, 2001
Appellant(s): GREENE ET AL.

MAILED

SEP 19 2007

GROUP 3600

Gregory L. Maag Reg. No. 32,363
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 19 June 2007 appealing from the Office action mailed 24 January 2007.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,968,317	Wallace et al	11-2005
5,826,243	Musmanno et al	10-1998
6,484,151	O'Shaughnessy	11-2002

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1-5, 8-14 and 16-18 rejected under 35 U.S.C. 103(a) as being unpatentable over Wallace et al. (hereinafter Wallace) U.S. Patent 6,968,317 in view of Musmanno et al. (hereinafter Musmanno) U.S. Patent 6,108,641 in further view of O'Shaughnessy U.S. Patent 6,484,151.

Regarding claims 1, 8 and 16, Wallace teaches a method of securing an ownership interest in a publicly traded corporation wherein the method comprises: receiving a request to open a brokerage account and remotely providing account application information to an online brokerage (column 9, lines 7-36 and column 11, lines 3-16); electronically signing an account agreement authorizing the establishment of an online brokerage account with said online brokerage and opening the online brokerage account (column 2, lines 16-27 and column 9, lines 57-67 and column 11, lines 3-16); and authorizing a transfer of investment funds to said online brokerage account (column 11, lines 3-16).

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Wallace fails to teach that the authorization is for a real-time transfer of funds.

Musmanno teaches a computer system for managing a plurality of accounts each of the account being separated into a master account and at least one subaccount to provide and improved brokerage/cash management system (column 2, lines 10-11 and column 6, lines 30-38).

Musmanno teaches an account agreement (column 3, lines 23-55) and authorizing real-time transfers of funds into the brokerage account (column 2, line 67 thru column 3, line 19 and column 5, lines 40-49).

Wallace and Musmanno fail to teach placing an online order using an abbreviation associated with said publicly traded corporation. O'Shaughnessy teaches a system and method for purchasing stocks over a computer network in which an online trading order uses an abbreviation associated with a publicly traded corporation (column 10, lines 39-63 and Table 3).

It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the funding teachings of Wallace and include that the authorization be for a real-time transfer of funds as taught by Musmanno because it expedites the funding process and allows a user to begin use of the account. Furthermore, Wallace teaches wiring money from another account and transferring funds from another account (column 11, lines 12-16) as does Musmanno for the real-time authorization of fund transfers. It also would have been obvious to modify the teachings of Wallace and Musmanno to include the teachings of O'Shaughnessy because Wallace teaches that after the account is setup a customer is able to trade securities (column 13, lines 44-53) and Musmanno teaches a brokerage account (column 2, lines 10-11 and column 6, lines 30-38) and the use of abbreviations associated with publicly

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traded corporations is an efficient and common method of designating specific stocks/securities purchased from brokerage accounts.

Claim 2, wherein the transfer of funds is an automated clearinghouse transfer from a checking account (column 11, lines 12-16).

Claim 3, Wallace teaches that the real-time transfer of funds includes transferring of funds from other accounts (column 11, lines 12-16). Wallace fails to specifically teach the other accounts are credit card accounts. Official Notice is taken that transferring fund from a credit card account is old and well known in the financial arts. Therefore it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Wallace and specify that the transferring of funds is from a credit card account because it is an efficient and common account customers use for payment in funding during transactions.

Claims 4 and 5, Wallace teaches that electronically signing includes: possessing authority to contract on behalf of a named individual and the account agreement specifies said named individual (column 12, lines 5-16 and column 2, lines 16-27 and column 9, lines 7-24). Wallace also teaches that the customer can disagree with the account application (column 12, lines 5-16). Wallace fails to specify that the agreement indicator is displayed adjacent to the account agreement. Official Notice is taken that an agreement indicator displayed adjacent to an account agreement is obvious and well known in the financial arts. Wallace teaches a webpage or email is used to send an account agreement to the customer and also allow the customer to sign the

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agreement (column 9, lines 57 thru column 10, line 8 and column 11, lines 3-32). It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to place the name adjacent to the agreement since they are contained on the same webpage or the same email since it provides an efficient layout for interaction with a customer.

Claims 9 and 10, Wallace teaches the account opening process further includes: displaying a confirmation page indicating successful completion of the account opening process (column 13, lines 44-53). Wallace further teaches the transfer of funds is an automated clearinghouse transfer from a checking account (column 11, lines 12-16). Wallace fails to teach that the confirmation and transfer is for a real-time transfer of funds. Musmanno teaches a computer system for managing a plurality of accounts each of the account being separated into a master account and at least one subaccount to provide and improved brokerage/cash management system (column 2, lines 10-11 and column 6, lines 30-38). Musmanno teaches an account agreement (column 3, lines 23-55) and authorizing real-time transfers of funds into the brokerage account (column 2, line 67 thru column 3, line 19 and column 5, lines 40-49). It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the funding teachings of Wallace and include that the authorization be for a real-time transfer of funds as taught by Musmanno because it expedites the funding process and allows a user to begin use of the account. Furthermore, Wallace teaches wiring money from another account and transferring funds from another account (column 11, lines 12-16) as does Musmanno for the real-time authorization of fund transfers.

Claim 11, Wallace teaches that the real-time transfer of funds includes transferring of funds from other accounts (column 11, lines 12-16). Wallace fails to specifically teach the other accounts are credit card accounts. Official Notice is taken that transferring fund from a credit card account is old and well known in the financial arts. Therefore it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Wallace and specify that the transferring of funds is from a credit card account because it is an efficient and common account customers use for payment in funding during transactions.

Claim 12, wherein said securing is accomplished by an electronic signature column 2, lines 16-27).

Claim 13, Wallace teaches that electronically signing includes: possessing authority to contract on behalf of a named individual and the account agreement specifies said named individual (column 12, lines 5-16 and column 2, lines 16-27 and column 9, lines 7-24). Wallace also teaches that the customer can disagree with the account application (column 12, lines 5-16). Wallace fails to teach the electronic signature contains a section labeled "I Agree." Official Notice is taken that an agreement label for electronic agreements is old and known in the financial arts. Wallace teaches a webpage or email is used to send an account agreement to the customer and also allow the customer to sign the agreement (column 9, lines 57 thru column 10, line 8 and column 11, lines 3-32). It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to specify an "I Agree" button for an electronic signature

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because it is an obvious manner for a user to communicate an acceptance via a webpage or email and it provides for an efficient and clear interaction with a customer.

Claim 14, wherein the web page templates are further configured to implement a trading order placement process (column 13, lines 44-53).

Regarding claim 16, Wallace discloses an online trading system that comprises: at least one computer coupled to a network and configured to maintain a brokerage account database (column 6, lines 20-28 and Figure 2); and at least one computer coupled to the network and configured to use a plurality of web page templates to service web page requests received over the network (column 3, line 57 thru column 4, line 4 and Figure 1); wherein the web page templates are configured to implement an account opening process that establishes new brokerage accounts in the brokerage account database, at least one computer coupled to the network and configured to execute a principalling process on new brokerage accounts in the brokerage account database (column 13, lines 24-44 and column 15, lines 25-41); obtaining an account type selection; providing a list of new brokerage accounts having the selected account type; obtaining an individual status designation for each of the new brokerage accounts listed, wherein said designation is indicative of accepted or non-accepted of the new brokerage accounts; obtaining a password; and if the password is valid, updating records of the new brokerage accounts to reflect the individual status designations (column 9, lines 57-67 and column 11, lines 3-16 and column 11, lines 55-62).

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Wallace fails to teach that the authorization is for a real-time transfer of funds.

Musmanno teaches a computer system for managing a plurality of accounts each of the account being separated into a master account and at least one subaccount to provide and improved brokerage/cash management system (column 2, lines 10-11 and column 6, lines 30-38).

Musmanno teaches an account agreement (column 3, lines 23-55) and authorizing real-time transfers of funds into the brokerage account (column 2, line 67 thru column 3, line 19 and column 5, lines 40-49). It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the funding teachings of Wallace and include that the authorization be for a real-time transfer of funds as taught by Musmanno because it expedites the funding process and allows a user to begin use of the account. Furthermore, Wallace teaches wiring money from another account and transferring funds from another account (column 11, lines 12-16) as does Musmanno for the real-time authorization of fund transfers.

Claim 17, storing application information on accepted new brokerage accounts on archival media (column 5, lines 46-54).

Claim 18, at least one computer coupled to the network and configured to execute a fraud checking process on new brokerage accounts in the brokerage account database (column 13, lines 1-11).

(10) Response to Argument

The Examiner summarizes the various points raised by the Appellant and addresses them individually.

A. Rejection of claims 1-5 and 8-14 under 35 U.S.C. § 103(a) over Wallace in view of Musmanno in further view of O'Shaughnessy.

1. Regarding independent claims 1 and 8, Appellant argues that the cited prior art fails to teach *automatically initiating an online transfer of investment funds to said online brokerage account*.

In Response: The Examiner respectfully disagrees with the Appellant. The passages referenced by the Appellant are not the passages relied on by the Examiner. The Examiner would first point out, that given its broadest reasonable interpretation, the limitation argued by the Appellant only *initiates* an online transfer of investment funds. No funds are actually transferred. Wallace teaches a method for opening an on-line brokerage account in which a user completes an electronic account application that is generated by the system (i.e. automatically) in which the account application has the information needed to *initiate* an online transfer of funds (column 9, lines 25-36). Continuing, Wallace also teaches that the system processes application information and adds other information, such as money market funding information and an application agreement and generates a new application form including all the information (column 11, lines 1-6.) Therefore, Wallace teaches *automatically initiating an online transfer of*

funds because the system is controlling the process for the application with information that is used to *initiate* a transfer of funds.

For these reasons, Appellant's arguments regarding claims 1-5 and 8-14 are not persuasive and thus stand rejected.

2. Regarding independent claims 1 and 8, Appellant argues that the cited prior art fails to teach *authorizing an online real-time transfer of investment funds to said online brokerage account*.

In Response: The Examiner respectfully disagrees with the Appellant. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). Appellant focuses on the teachings of Wallace, however the teachings of Wallace in view of Musmanno were cited by the Examiner to teach this limitation.

Regarding claims 1 and 8, Wallace teaches a method for opening an on-line brokerage account that authorizes a transfer of investment funds to said online brokerage account (column 11, lines 3-16). Examiner notes, that the limitation only authorizes the transfer of funds and does not actually transfer the funds. Specifically Wallace teaches that the user must sign and return the application with the appropriate funding which include funding through wire-transfers (column 11, lines 3-16 and column 7, lines 1-19; Examiner notes this also teaches on-line transfers of funds). Therefore Wallace clearly teaches *authorizing* an online transfer of investment funds to an online brokerage account.

As noted in the final rejection, Wallace fails to teach that the authorization is for a real-time transfer of funds. Musmanno teaches a computer system for managing a plurality of accounts each of the account being separated into a master account and at least one subaccount to provide and improved brokerage/cash management system (column 2, lines 10-11 and column 6, lines 30-38). Musmanno teaches an account agreement (column 3, lines 23-55) and authorizing real-time transfers of funds into the brokerage account (column 2, line 67 thru column 3, line 19 and column 5, lines 40-49).

For these reasons, Appellant's arguments regarding claims 1-5 and 8-14 are not persuasive and thus stand rejected.

B. Rejection of claims 8-14 under 35 U.S.C. § 103(a) over Wallace in view of Musmanno in further view of O'Shaughnessy.

3. Regarding independent claims 8, Appellant argues that the cited prior art fails to teach *updating said new record with a buying power greater than zero*.

In Response: The Examiner respectfully disagrees with the Appellant. Given its broadest reasonable interpretation, updating the new record with a buying power greater than zero could be interpreted to be a confirmation that the account is complete or authorized and that any type of purchase can be made. Wallace teaches that the account is updated (column 11, lines 55-62) in that the system assigns the new user a customer identifier and password so that the user may access the brokerage account on-line by logging onto a secure website as a customer and selecting their desired application. Furthermore, Wallace also teaches *updating said new record*

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with a buying power greater than zero when the customer account application is approved and the event database is updated to “approved” and any restrictions on the account are removed (column 13, lines 44-53). Wallace further teaches that at this time, the customer is able to trade securities (column 13, lines 50-53) and thus has a buying power greater than zero.

For these reasons, Appellant’s arguments regarding claims 8-14 are not persuasive and thus stand rejected.

C. Rejection of claims 16-18 under 35 U.S.C. § 103(a) over Wallace in view of Musmanno in further view of O’Shaughnessy.

4. Regarding independent claims 16-18, Appellant argues that the cited prior art fails to teach *at least one computer coupled to the network and configured to execute a principalling process on new brokerage accounts*.

In Response: The Examiner respectfully disagrees with the Appellant. Wallace teaches at least one computer coupled to the network and configured to execute a principalling process on new brokerage account in the brokerage account database wherein the principalling process includes: presenting electronically a list of new brokerage accounts having the selected account type to at least one principal (column 8, lines 6-32 and column 8, lines 50 thru column 9; line 6). Examiner notes that Wallace teaches that the series 8 application reviews compliance with SEC regulations (principalling process) and that the application is run by a processor from the application database with information received from the customer database and the event database (column 8, lines 6-32 and column 8, lines 50 thru column 9; line 6). Wallace further

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teaches obtaining from the at least one principal a status designation for each of the new brokerage accounts in that the principalling process returns either a “denied” or “approved” identifier which updates the status the status of the event in the event database along with providing a username and password (column 10, lines 20-54). Wallace teaches that the events in the event database are run by the system and therefore the principalling process is run by the system. Thus the system/principal does provide the password. Given it’s broadest reasonable interpretation, claim 16 does not teach that the principalling system is performed by an outside computer or third party accessing the brokerage account information. Therefore the teachings of Wallace are sufficient to teach obtaining a password from the at least one principal/system and updating the records to reflect whether the principalling process is denied or approved.

For these reasons, claims 16-18 stand rejected and Appellant’s arguments regarding claims 16-18 are not persuasive.

D. Conclusion

5. For the reasons stated above, claims 1-5, 8-14 and 16-18 stand rejected under 35 U.S.C. § 103(a) over Wallace in view of Musmanno in further view of O’Shaughnessy.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner’s answer.

For the above reasons, it is believed that the rejections should be sustained.

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Respectfully submitted,

Stefano Karmis

Art Unit 3691

12 September 2007



Conferees:



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